

Fill in this information to identify the case:

Debtor 1 Juan Carlos Villarreal

Debtor 2
(Spouse, if filing) _____

United States Bankruptcy Court for the: Western District of Texas

Case number 21-30941

EXHIBIT 1

Official Form 410

Proof of Claim

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>PNC Equipment Finance, LLC</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? <u>Brandon J. Gibbons c/o Padfield & Stout, LLP</u> Name <u>420 Throckmorton Street, Suite 1210</u> Number Street <u>Fort Worth TX 76102</u> City State ZIP Code Contact phone <u>817.338.1616</u> Contact email <u>bgibbons@padfieldstout.com</u>	Where should payments to the creditor be sent? (if different) <u>Michael McGinley - VP Litigation and Recovery</u> Name <u>655 Business Center Drive</u> Number Street <u>Horsham PA 19044</u> City State ZIP Code Contact phone <u>267-960-4066</u> Contact email <u>mmcginley@leaserv.com</u>
	Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on ____ / ____ / ____	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: <u>0 0 1 0</u>
7. How much is the claim?	\$ <u>39,434.79</u> Does this amount include interest or other charges? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. <u>Equipment Finance</u>
9. Is all or part of the claim secured?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. The claim is secured by a lien on property. Nature of property: <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input checked="" type="checkbox"/> Other. Describe: <u>3-2018 Sloughton Dry Van Trailers</u> Basis for perfection: <u>Certificate of Title</u> Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: \$ <u>54,000.00</u> Amount of the claim that is secured: \$ <u>39,434.79</u> Amount of the claim that is unsecured: \$ <u>0.00</u> (The sum of the secured and unsecured amounts should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ <u>0.00</u> Annual Interest Rate (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable
10. Is this claim based on a lease?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check one:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

☐ Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

☐ Wages, salaries, or commissions (up to \$13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

Amount entitled to priority

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 01/26/2022
MM / DD / YYYY

Signature

Print the name of the person who is completing and signing this claim:

Name	<u>Michael McGinley</u>		
	First name	Middle name	Last name
Title	<u>Vice President - Litigation and REcovery</u>		
Company	<u>PNC Equipment Finance, LLC</u>		
	Identify the corporate servicer as the company if the authorized agent is a servicer.		
Address	<u>655 Business Center Drive</u>		
	Number	Street	
	<u>Horsham</u>	<u>PA</u>	<u>19044</u>
	City	State	ZIP Code
Contact phone	<u>267-960-4066</u>		Email <u>mmcginley@leaserv.com</u>

Amendment #01

November 7, 2017

JUAN CARLOS VILLARREAL TORRES
12190 El Greco Circle
EL PASO, TX 79936

This Amendment is hereby made part of that certain Loan and Security Agreement No. 150010 between PNC Equipment Finance, LLC ("Lender") and JUAN CARLOS VILLARREAL TORRES ("Borrower").

The Loan and Security Agreement No. 150010 is hereby amended as follows:

Equipment Location Address: shall be changed from "12190 El Greco Circle, EL PASO, TX 79936" to 1062 Zabel Lane, El Paso, TX 79928"

All other terms and conditions of the Loan and Security Agreement No. 150010 remain unchanged.

A faxed, scanned or other electronic copy of this document shall be accepted to be a legal and binding agreement.

Thank you.

Regards,

PNC Equipment Finance, LLC



Loan & Security Agreement # 150010

Borrower:

Legal Name: JUAN CARLOS VILLARREAL TORRES	Fed Tax ID#:		
Legal Address: 12190 El Greco Circle, EL PASO, Texas 79936	Phone Number:	Cell Number:	Fax Number:
Billing Address: 12190 El Greco Circle, EL PASO, TX 79936	E-Mail Address:		
Send Invoice to Attention of:	Vendor Name: Ervin Equipment Inc		

Equipment

Quantity	Year, Manufacturer, Model and Description	Serial Number
2	2018 Sloughon Dry Van Trailer	1DW1A5320JS777290, 1DW1A5324JS777289
1	2018 Sloughon Dry Van Trailer	1DW1A5322JS777288

Equipment Location Address:

12190 El Greco Circle, EL PASO, TX 79936

Transaction Terms/Payment Schedule:

Principal Amount: \$84,810.02	Interest Rate: 8.60%	Term (in months): 72	Payment Amount: \$1,512.22	Payable: Monthly
Advance Payment: \$0.00	Commitment Fee: \$0.00	Security Deposit: \$0.00	# Payments: 72	Financed Documentation Fee: \$495.00

☐ See attached Schedule B for variable payment structure

We have written this Loan & Security Agreement ("Loan") in plain language because we want you to understand its terms. Please read your copy of this Loan carefully and feel free to ask us any questions you may have. The words "you" and "your" mean the Borrower named above. The words "we", "us", and "our" refer to the Lender named below. THE TERMS OF THIS LOAN (INCLUDING THOSE ON THE SECOND AND THIRD PAGES) SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN LOAN MAY NOT BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS LOAN ONLY BY ANOTHER WRITTEN AGREEMENT BETWEEN YOU AND US. YOU AGREE TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS LOAN. THIS LOAN IS NOT CANCELABLE. YOU AGREE THAT THE PROCEEDS OF THE LOAN WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

YOU CERTIFY THAT ALL THE INFORMATION GIVEN IN THIS LOAN AND YOUR APPLICATION WAS CORRECT AND COMPLETE WHEN THIS LOAN WAS SIGNED. THIS LOAN IS NOT BINDING UPON US OR EFFECTIVE UNLESS AND UNTIL WE EXECUTE THIS LOAN. THIS LOAN AND ALL SCHEDULES WILL BE GOVERNED BY THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA. YOU SPECIFICALLY WAIVE ANY DEFENSE BASED UPON FORUM NON CONVENIENS AND YOU ADMIT THAT MONTGOMERY COUNTY, PENNSYLVANIA IS A CONVENIENT FORUM TO RESOLVE ALL DISPUTES UNDER THIS LOAN. ALL DISPUTES UNDER THIS LOAN SHALL BE RESOLVED IN THIS JURISDICTION AND VENUE OF FEDERAL COURT IN THE EASTERN DISTRICT OF PENNSYLVANIA OR STATE COURTS IN MONTGOMERY COUNTY, PENNSYLVANIA.

BY SIGNING THIS LOAN BELOW, YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS ON THE SECOND AND THIRD PAGES. You agree to submit the original loan documents with any security deposit to Lender or its assignee via overnight courier. Should we fail to receive these originals, you agree to be bound by an electronic copy of this Loan with appropriate signatures on the document. Borrower waives the right to challenge in court the authenticity of an electronic copy of this Loan and the electronic copy shall be considered the original and shall be the binding agreement for the purposes of any enforcement action under paragraph 14.

Lender		Borrower	
PNC Equipment Finance, LLC 655 Business Center Drive, Horsham, PA 19044		JUAN CARLOS VILLARREAL TORRES 12190 El Greco Circle, EL PASO, TX 79936	
Signature: <i>[Signature]</i>	Date: 11/8/17	Signature: <i>[Signature]</i>	Date: 11-03-17
Print Name: Ed Rothermel	Title: Director of Contract	Print Name: Juan Carlos Villarreal Torres	Title: Owner

TERMS AND CONDITIONS

1. **LOAN.** For value received, the Borrower hereby unconditionally promises to pay to the order of Lender the amounts described above (the "Loan Payments"). In the event we become aware of adverse credit information about you and/or the Guarantor(s) after you signed this Loan and prior to our acceptance of this Loan, we may at our sole discretion, cancel this Loan. **ONCE WE ACCEPT THIS LOAN, YOU MAY NOT CANCEL IT DURING THE FULL LOAN TERM.** You agree to be bound by all the terms of this Loan from the date you execute this Loan ("Effective Date") until you have paid the Loan in full.

2. **DELIVERY, ACCEPTANCE OF EQUIPMENT AND COMMENCEMENT OF THE LOAN.** Borrower hereby certifies to Lender that the Equipment has been duly ordered, an invoice for the Equipment has been issued and the Equipment will be delivered to the location where it will be used. Borrower acknowledges that signature of this document confirms that Equipment will be properly installed and in good working order and constitutes an unconditional acceptance of the Equipment upon delivery and hereby authorizes the commencement of the Loan ("Commencement Date").

3. **PAYMENT.** You agree to pay us the Loan Payments when each payment is due. If we designate the Loan Payments to begin later than the Commencement Date, you will pay interim interest on the Principal Amount from the Commencement Date until the first Loan Payment due date. Interim interest shall be equal to the pro rata portion of the daily equivalent of the Loan interest rate. Payment is due whether or not you receive an invoice from us. You authorize us to change the payment by not more than 15% due to changes in the Equipment configuration accepted by you which may occur prior to our acceptance of this Loan. Restrictive endorsements on checks you send to us will not reduce your obligations to us. For any payment which is not received by its due date, you agree to pay a late charge equal to the higher of 10% of the amount due or \$25.00 (not to exceed the maximum amount permitted by law), as reasonable collection costs. We may charge you a return check or non-sufficient funds charge of \$50.00 for any payment which is returned by the bank for any reason (not to exceed the maximum amount permitted by law). In the event you choose to repay the Loan earlier than the term of the Loan, you shall pay a prepayment premium on the remaining loan balance computed as follows: one percent (1%) for each year or partial year remaining on the Loan.

4. **UNCONDITIONAL OBLIGATION.** YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL PAYMENTS AND ANY OTHER AMOUNTS DUE UNDER THIS LOAN FOR THE FULL LOAN TERM EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR YOU HAVE TEMPORARY OR PERMANENT LOSS OF ITS USE. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST PAYMENT OR OTHER AMOUNTS DUE UNDER THIS LOAN FOR ANY REASON WHATSOEVER.

5. **DISCLAIMER OF WARRANTIES.** THE EQUIPMENT IS BEING USED BY YOU IN AS-IS CONDITION. NO INDIVIDUAL IS AUTHORIZED TO CHANGE ANY PROVISION OF THIS LOAN. YOU AGREE THAT WE HAVE NOT MANUFACTURED THE EQUIPMENT OR LICENSED THE EQUIPMENT AND THAT YOU HAVE SELECTED THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. YOU HAVE NOT RELIED ON ANY STATEMENTS WE OR OUR EMPLOYEES HAVE MADE. WE HAVE NOT MADE AND DO NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE EQUIPMENT MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW. You are aware of the name of the Equipment manufacturer. You agree to contact the manufacturer for a description of your warranty rights. Provided you are not in default under this Loan, you may enforce all warranty rights directly against the manufacturer of the Equipment. You agree to settle any dispute you may have regarding performance of the Equipment directly with the manufacturer of the Equipment.

6. **SECURITY INTEREST.** To secure all of your obligations to us under this Loan you hereby grant us a security interest in (a) the Equipment to the extent of your interests in the Equipment, (b) anything attached or added to the Equipment at any time,

6. **SECURITY INTEREST.** (continued) (c) any money or property from the sale of the Equipment, and (d) any money from an insurance claim if the Equipment is lost or damaged. You agree that the security interest will not be affected if this Loan is changed in any way. As required, you agree, at your own expense, to register the Equipment to you at your address set forth above and to title the Equipment to you, showing us as secured party or lien holder. You hereby irrevocably authorize us at any time and from time to time to file in any Uniform Commercial Code jurisdiction any financing statements and amendments thereto and appoint us (or our agent) as your true and lawful attorney-in-fact to affix your signature to UCC financing statements prepared and filed on your behalf by us (or our agent) with the same force and effect as if you had signed such financing statements. If we request, you agree to sign financing statements in order for us to publicly record our security interest. This Loan or a copy of this Loan shall be sufficient as a financing statement and may be filed as such. This Loan may be executed in counterparts, and electronic signatures shall suffice as originals.

7. **USE, MAINTENANCE AND REPAIR.** You will primarily garage the Equipment at your address set forth above, and not remove the Equipment therefrom or re-title the Equipment without our prior written consent. You will give us reasonable access to the Equipment Location so that we can check the Equipment's existence, condition and proper maintenance. You will use the Equipment in the manner in which it was intended, as required by all applicable manuals and instructions and keep it eligible for any manufacturer's certification and/or standard, full-service maintenance contract. At your own cost and expense, you will keep the Equipment in good repair, condition and working order, ordinary wear and tear expected. All replacement parts and repairs will become our property. You will not make any permanent alterations to the Equipment.

8. **TAXES.** You agree to pay when due, all taxes, fines, and penalties relating to this Loan or the Equipment that are now or in the future assessed or levied by any state, local or other government authority. We do not have to contest any taxes, fines or penalties. If required, you will pay estimated property taxes as invoiced and all other taxes and charges, relating to the ownership purchase, possession or use of the Equipment.

9. **INDEMNITY.** We are not responsible for any injuries, damages, penalties, claims or losses, including legal expenses, incurred by you or any other person caused by the transportation, installation, selection, purchase, loan, ownership, possession, modification, maintenance, condition, operations, use, return or disposition of the Equipment. You agree to reimburse us for and defend us against any claims for such losses, damages, penalties, claims, injuries, or expenses. This indemnity continues even after the Loan has expired for acts or omissions which occurred during the Term.

10. **IDENTIFICATION.** You authorize us to insert or correct missing information on this Loan, including your official name, serial numbers, and any other information describing the Equipment. We will send you copies of the changes. You will attach to the Equipment any name plates or stickers we provide you.

11. **LOSS OR DAMAGE.** You are responsible for any loss of the Equipment from any cause at all, whether or not insured. If any item of the Equipment is lost, stolen or damaged, you will promptly notify us of such an event. Then, at our option, you will repair the Equipment so that it is in good condition and working order. If you have satisfied your obligations under this Section 11 and you are not in default, we will forward to you any insurance proceeds which we receive for such lost, damaged, or destroyed item. If you are in default, we will apply any insurance proceeds we receive to reduce your obligations under Section 14 of this Loan.

12. **INSURANCE.** During the term of a Loan, you will keep the Equipment insured, at your sole cost and expense, against all risks of a loss or damage in an amount not less than the replacement cost of the Equipment showing us as loss payee as our interests may appear. You will also obtain and maintain for the term of a Loan, comprehensive public liability insurance in the amount of \$2,000,000 showing us as additional insured. You will pay all premiums for such insurance. If you do not provide such insurance, you agree that we have the right, but not the obligation, to obtain such insurance and charge you for all costs. You irrevocably appoint us as your attorney-in-fact to make claims for, receive payment of, and execute and endorse all documents, checks or drafts in payment for loss or damage under any said insurance policies.

TERMS AND CONDITIONS (continued)

13. DEFAULT. You will be in default under this Loan if any of the following happens: (a) we do not receive any payment or other payment due hereunder 10 days after its due date (no prior notice from us to you of such default is necessary), or (b) you or any of your guarantors become insolvent, are liquidated, dissolve, merge, transfer substantially all stock or assets, stop doing business, or assign rights or property for the benefit of creditors, or (c) a petition is filed by or against you or any of your guarantors under any bankruptcy or insolvency law which remains undismissed or undischarged for sixty (60) days, or (d) (for individuals) you or any of your guarantors die, or have a guardian appointed, or (e) any representation you have made in this Loan shall prove to be false or misleading in any material aspect, or (f) any of your guarantors breach their guaranty by not correcting the default within 10 days after we send you written notice of the default.

14. REMEDIES. Upon the occurrence of default, we may, in our sole discretion, do any or all of the following: (a) provide written notice to you of default, (b) as liquidated damages for loss of a bargain and not as a penalty, declare due and payable: (i) any and all amounts which may be then due and payable by you to us under this Loan Agreement, plus (ii) all Loan Payments remaining through the end of the Loan Agreement term, discounted at the higher of 3% or the lowest rate allowed by law. We have the right to require you to make the Equipment available to us for repossession during reasonable business hours or we may repossess the Equipment, so long as we do not breach the peace in doing so, or we may use legal process in compliance with applicable law pursuant to court order to have the Equipment repossessed. You will not make any claims against us or the Equipment for trespass, damage or any other reason. If we take possession of the Equipment, we may (a) sell or lease the Equipment at public or private sale or lease, and/or (b) exercise such other rights as may be allowed by applicable law. Although you agree that we have no obligation to sell the Equipment, if we do sell the Equipment, we will apply any proceeds we receive to reduce your obligations under this Section 14 and any surplus remaining shall be returned to you. You agree (a) that we only need to give you 10 days advance notice of any sale and no notice of advertising, (b) to pay all of the costs we incur to enforce our rights against you including attorney's fees, and (c) that we will retain all of our rights against you even if we do not choose to enforce them at the time of your default.

15. RETURN OF EQUIPMENT. If (a) a default occurs, you will immediately return the Equipment, manuals and accessories to any location(s) and aboard any carrier(s) with prepaid freight and insurance as we may designate in the continental United States. The Equipment must be maintained in accordance with Section 7, and in "Average Saleable Condition" which means that all of the Equipment is immediately available for us by a third party buyer, user or borrower, other than yourself, without the need for any repair or refurbishment. You will pay us for any missing or defective parts or accessories.

16. YOUR REPRESENTATIONS. You state for our benefit that as of the date of this Loan (a) you have the lawful power and authority to enter into this Loan, (b) the individuals signing this Loan have been duly authorized to do so on your behalf, (c) by entering into this Loan you will not violate any law or other agreement to which you are a party, (d) you are not aware of anything that will have a material negative effect on your ability to satisfy your obligations under this Loan, and (e) all financial information you have provided us is true and accurate and provides a good representation of your financial condition.

17. YOUR PROMISES. In addition to the other provisions of this Loan, you agree that during the term of this Loan (a) you will promptly notify us in writing if you move your principal place of business, if you change the name of your business, or if there is a change in your ownership, (b) you will provide to us such financial information as we may reasonably request from time-to-time, and (c) you will take any action we reasonably request to protect our rights to the Equipment and to meet your obligations under this Loan.

18. ASSIGNMENT. YOU WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, LEND OR PART WITH POSSESSION OF THE EQUIPMENT, OR FILE, OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT. We may, without notifying you, sell, assign, or transfer this Loan and our interests in the Equipment. You agree that if we do so, the new owner (and any subsequent owners) will have the same rights and benefits that we now have, but will not have to perform any of our obligations. You agree that the rights of the new owner will not be subject to any claims, defenses, or set-offs that you may have against us. Any such assignment, sale, or transfer of this Loan or Equipment will not relieve us of any obligations we may have to you under this Loan. If you are given notice of a new owner of this Loan, you agree to respond to any requests about this Loan and, if directed by us, to pay the new owner all payments and other amounts due under this Loan.

19. COLLECTION EXPENSES, OVERDUE PAYMENT, TERMINATION. You agree that we can, but do not have to, take on your behalf any action which you fail to take as required by this Loan, and our expenses will be in addition to of the payment which you owe us. To the extent allowed by law, any late payment or non-payment of any past due amount will accrue interest at the lower of 18% per annum or the highest legal rate from the due date until paid. At the end of the Loan Term you shall pay us a Loan termination fee of \$150.00.

20. MISCELLANEOUS. This Loan contains our entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. TIME IS OF THE ESSENCE IN THIS LOAN. If a court finds any provision of this Loan to be unenforceable, the remaining terms of this Loan shall remain in effect. You authorize us (or our agent) to (a) obtain credit reports, (b) make such other credit inquiries as we may deem necessary, and (c) furnish payment history information to payment reporting agencies. To the extent permitted by law, we may charge a fee to cover our documentation and investigation costs.

21. NOTICES. All of your written notices to us must be certified mail or recognized overnight delivery service, postage prepaid, to us at our address stated in this Loan, or by facsimile transmission to our facsimile telephone number, with oral conformation of receipt. All of our notices to you may be sent first class mail, postage prepaid, to your address stated in this Loan. At any time after this Loan is signed, you or we may change an address or facsimile telephone number by giving notice to the other of the change.

22. WAIVERS. WE AND YOU EACH AGREE TO WAIVE AND TO TAKE ALL REQUIRED STEPS TO WAIVE ALL RIGHTS TO A JURY TRIAL. ANY ACTION YOU TAKE AGAINST US FOR ANY DEFAULT, INCLUDING BREACH OF WARRANTY OR INDEMNITY, MUST BE STARTED WITHIN ONE (1) YEAR AFTER THE EVENT WHICH CAUSED IT. We will not be liable for specific performance of this Loan for any losses, damages, delay or failure to deliver the Equipment.

PERSONAL GUARANTY

Financier (Lessor/Lender): PNC Equipment Finance, LLC
Obligor (Lessee/Borrower): JUAN CARLOS VILLARREAL TORRES
Agreement #: 150010

In consideration of Financier entering into above Agreement # with Obligor ("Financing Agreement"), each of us, as a primary obligor, jointly, and severally, absolutely and unconditionally guarantees to Financier (and any assignee of Financier) the (i) prompt payment of Obligor's indebtedness or balance of indebtedness to Financier under the terms of the Financing Agreement, whether such indebtedness now exists or is incurred hereafter, (ii) the prompt performance of Obligor's obligations under the terms of the Financing Agreement and (iii) any and all expenses, including reasonable attorney's fees, incurred by Financier in enforcing its rights hereunder. This Personal Guaranty is an unconditional guarantee of payment and performance. Financier may enforce the terms of this Personal Guaranty even if the Financing Agreement is deemed to be invalid or unenforceable and without first proceeding against Obligor or the financed property.

Should Obligor be in default of the terms of the Financing Agreement, Financier shall have the right to proceed against any one of us or all of us at any time, without any notice and without any proceeding or action against Obligor. Each of us agrees to be bound by and on demand to pay any deficiency established by a sale of the financed property, with or without notice to us, and to pay all attorneys' fees and other expenses incurred by Financier by reason of any default by Obligor or by any of us hereunder. Each of us waives (i) notice of acceptance of this Personal Guaranty; (ii) promptness and diligence; (iii) notice of the incurrence of any obligation by Obligor; (iv) notice of any actions taken by Financier or Obligor under the Financing Agreement or any agreement related thereto; (v) presentment, demand or payment, notice of non-payment, default, dishonor, and/or protest by Obligor; (vi) any requirement that Financier exhaust any right against Obligor, any other Obligor or any collateral; and (vii) notice of any election by Financier to sell any financed property and/or collateral at a public or private sale. Each of us consents to any (i) extension or extensions of the time or times of payment of the indebtedness by Obligor, or any portion thereof, (ii) change in the form of such indebtedness, (iii) compromise or settlement of any obligations of Obligor, or (iv) release of any rights against Obligor or any other party at any time directly or contingently liable for the payment of Obligor's obligations under the Financing Agreement.

This Personal Guaranty shall not be discharged or affected by death of any one of us and shall bind our respective current and future heirs, executors, administrators, personal representatives, successors and assigns. None of us shall be released or discharged, either in whole or in part by Financier's failure or delay to perfect or continue the perfection of any security interest in the financed property or to protect such financed property. No payment by either of us shall entitle us, by subrogation or otherwise, to any payment by the Obligor hereunder or out of Obligor's property.

CONFESSION OF JUDGMENT. GUARANTOR(S) EMPOWER ANY ATTORNEY OF ANY COURT OF RECORD IN PENNSYLVANIA TO APPEAR FOR GUARANTOR(S) IN ANY OR ALL ACTIONS, WHICH MAY BE BROUGHT AFTER DEFAULT UNDER OR BREACH OF THE OBLIGATIONS DESCRIBED HEREIN, AND TO CONFESS UPON AND ENTER JUDGMENT AGAINST GUARANTOR(S) FOR THE UNPAID BALANCE OF PRINCIPAL REMAINING DUE FROM GUARANTOR(S) AND FOR ANY OTHER LIABILITIES ARISING UNDER THE OBLIGATIONS, PLUS ALL COSTS, EXPENSES AND REASONABLE COUNSEL FEES (NOT TO EXCEED 15% OF THE BALANCE OF INDEBTEDNESS EXISTING AT THE TIME OF DEFAULT) INCURRED BY REASON OF SAID DEFAULT AND IN COLLECTION OF ALL OF THE OBLIGATIONS. THE AUTHORITY GRANTED HEREIN SHALL NOT BE EXHAUSTED BY ONE EXERCISE OR A FAULTY OR STRICKEN EXERCISE, BUT JUDGMENT MAY BE CONFESSED AS AFORESAID FROM TIME TO TIME AS ANY SUCH SUMS SHALL BECOME DUE. EACH GUARANTOR WAIVES ALL RELIEF FROM ANY AND ALL APPRAISEMENT OR EXEMPTION LAWS NOW IN FORCE OR HEREINAFTER ENACTED.

TITLED EQUIPMENT ADDENDUM

Lender: PNC Equipment Finance, LLC
 Borrower: JUAN CARLOS VILLARREAL TORRES
 Agreement #: 150010

WHEREAS, Lender and the above described Borrower have determined that it is to their mutual benefit to make certain changes to the above described Agreement # ("Loan Agreement"). All terms and conditions of the Loan Agreement not inconsistent with this Addendum shall be and remain in full force and effect.

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound and pursuant to the Terms and Conditions of the Loan Agreement, it is hereby agreed as follows:

1. Borrower agrees to title the Vehicle as follows:

Title to:	Borrower/Purchaser
Secured Party/ 1 st Lienholder on Title:	PNC Equipment Finance, LLC 655 Business Center Drive Horsham, PA 19044
Registration to:	Borrower/Purchaser

2. Borrower agrees that its Dealer will title and register the Vehicle at the Borrower's expense. In the event that the Dealer cannot title and register the Vehicle, the titling and registration will be performed by the Lender or its assigns and the Borrower shall pay Lender a titling fee as established by Lender, as well as all tax, titling and registration fees. Borrower agrees that it or its Dealer will provide to Lender any original title documentation to the Vehicle. Borrower or its Dealer shall provide such title documentation to the Lender within 15 days of Borrower's or its Dealer's receipt of such title documentation from the appropriate titling authority. Borrower's or its Dealers' failure to provide Lender with title documentation to the Vehicle in a timely fashion shall be deemed an Event of Default. In the Event of Default, Lender may exercise any and all remedies as set forth in the Terms and Conditions of the Loan Agreement ("Remedies").
3. Borrower shall be responsible for maintaining records showing the location of each piece of equipment listed under the Loan Agreement. Upon written request, Borrower shall provide Lender with written proof of Vehicle location. Failure to do so shall constitute an Event of Default of the Loan Agreement and Lender may exercise the Remedies.
4. Borrower shall pay all fines due to overload, overlength, overweight, lack of plates or permits, speeding and any other charges which may be imposed or assessed in respect to the vehicles and/or Borrower's use thereof. These provisions shall survive the expiration or other termination of this Loan.

In the event of any conflict, inconsistency or incongruity between the provisions of this Addendum and any of the provisions of the Loan Agreement, the provisions of this Addendum shall in all respects govern and control.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed on the dates set forth below. A photocopy, facsimile, scanned or other electronic copy of this document shall be accepted as a legal binding agreement.

Lender: PNC Equipment Finance, LLC

By: _____
 (Signature)

 (Name)

 (Title)

 (Date)

Borrower: JUAN CARLOS VILLARREAL TORRES

By: _____
 (Signature)

Juan Carlos Villarreal Torres
 (Name)

Owner
 (Title)

11-03-17
 (Date)

DEALER ACKNOWLEDGMENT

Loan Agreement #: 150010

Lender: PNC Equipment Finance, LLC

Borrower: JUAN CARLOS VILLARREAL TORRES
12190 El Greco Circle
EL PASO, TX 79936

Dealer: Ervin Equipment Inc
608 N Ohio St
Toledo, OH 43624
IL

Equipment: Listed on attached Schedule to Dealer Acknowledgment

- ☐ Check this box if Dealer is preparing the title work for the above referenced transaction. Ervin Equipment Inc understands that the copies of the MSO/Title and Application for Title must be provided to Lender for funding and agrees to prepare the title work as follows:

Owner on Title:	Borrower/ Purchaser
Secured Party/ 1 st Lienholder on Title:	PNC Equipment Finance, LLC 655 Business Center Drive, Horsham, PA 19044
Registration to:	Borrower/ Purchaser
Fees:	Borrower/ Purchaser pays all titling and registration fees

- ☒ Check this box if Lender is preparing the title work for the above referenced transaction. Please note, Lender must receive customer's payment for any tax, titling or registration fees due prior to funding the purchase proceeds to you. Upon receipt of the purchase proceeds, Ervin Equipment Inc agrees to:

- (a) Complete the Distribution-Dealer Assignment section of the title(s) or certificate(s) of origin
- (b) Complete the Odometer Disclosure section of the title(s) or certificate(s) of origin
- (c) Notarize the original title(s) or certificate(s) of origin
- (d) Complete the attached Schedule to Dealer Acknowledgement
- (e) Power of Attorney
- (f) Overnight the original title(s) or certificate(s) of origin along with above listed documentation to:
PNC Equipment Finance, LLC
655 Business Center Drive
Horsham, PA 19044

- ☐ Check this box if equipment has an MSO but does not need to be titled in the state being operated. Please note, Lender must receive the original MSO. Upon receipt of the purchase proceeds, Ervin Equipment Inc agrees to:

- (a) Complete the Distribution-Dealer Assignment section of the certificate(s) of origin
- (b) Notarize the certificate(s) of origin
- (c) Overnight the original certificate(s) of origin to:
PNC Equipment Finance, LLC
655 Business Center Drive
Horsham, PA 19044

Please acknowledge by signing below and returning this signed form via email to: mmartin@leaserv.com. A photocopy, facsimile, scanned or other electronic copy of this document shall be accepted as a legal binding agreement.

Ervin Equipment Inc

By: Christina Bland
(Signature of authorized signer for release of titles)

Christina Bland
(Print Name)

Operations Manager
(Title)

11/6/17
(Date)

[REDACTED]
(Phone Number)

<p>Each undersigned shall certify to the best of his knowledge, information and belief under penalty of law that the vehicle is new and has not been registered in this or any state at the time of delivery and the vehicle is not subject to any security interests other than those disclosed herein and warrant title to the vehicle.</p> <p>FOR VALUE RECEIVED I TRANSFER THE VEHICLE DESCRIBED ON THE FACE OF THIS CERTIFICATE TO:</p>	
<p>DISTRIBUTION-DEALER ASSIGNMENT NUMBER 1</p>	<p>NAME OF PURCHASER(S) <u>Juan Carlos Villarreal Torres</u></p> <p>ADDRESS <u>12190 El Greco Circle, El Paso, TX 79936</u></p> <p>I certify to the best of my knowledge that the odometer reading is _____ No Tenths</p> <p>DEALER <u>Ervin Equipment Inc</u> <u>DLT1298</u> BY <u>Tammie Jansen, Agent</u></p> <p>NAME OF DEALERSHIP DEALER'S LICENSE NUMBER</p> <p>State of _____ before this _____ day of _____ Year _____</p> <p>County of _____ Notary Public</p> <p>USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION</p>
<p>DISTRIBUTION-DEALER ASSIGNMENT NUMBER 2</p>	<p>NAME OF PURCHASER(S) _____</p> <p>ADDRESS _____</p> <p>I certify to the best of my knowledge that the odometer reading is _____ No Tenths</p> <p>DEALER _____ BY _____</p> <p>NAME OF DEALERSHIP DEALER'S LICENSE NUMBER</p> <p>State of _____ before this _____ day of _____ Year _____</p> <p>County of _____ Notary Public</p> <p>USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION</p>
<p>DISTRIBUTION-DEALER ASSIGNMENT NUMBER 3</p>	<p>NAME OF PURCHASER(S) _____</p> <p>ADDRESS _____</p> <p>I certify to the best of my knowledge that the odometer reading is _____ No Tenths</p> <p>DEALER _____ BY _____</p> <p>NAME OF DEALERSHIP DEALER'S LICENSE NUMBER</p> <p>State of _____ before this _____ day of _____ Year _____</p> <p>County of _____ Notary Public</p> <p>USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION</p>
<p>DISTRIBUTION-DEALER ASSIGNMENT NUMBER 4</p>	<p>NAME OF PURCHASER(S) _____</p> <p>ADDRESS _____</p> <p>I certify to the best of my knowledge that the odometer reading is _____ No Tenths</p> <p>DEALER _____ BY _____</p> <p>NAME OF DEALERSHIP DEALER'S LICENSE NUMBER</p> <p>State of _____ before this _____ day of _____ Year _____</p> <p>County of _____ Notary Public</p> <p>USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION</p>
<p>ODOMETER DISCLOSURE FOR RETAIL SALE</p>	<p>Federal Law requires you to state the odometer mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.</p> <p>I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked. Odometer Reading _____ No Tenths <input type="checkbox"/> The mileage stated is in excess of its mechanical limits <input type="checkbox"/> The odometer reading is not the actual mileage.</p> <p>WARNING ODOMETER DISCREPANCY</p> <p>Signature(s) of Seller(s) _____ Date of Statement _____ Date of Sale _____</p> <p>Printed Name(s) of Seller(s) _____ Dealer's No _____</p> <p>Signature(s) of Purchaser(s) _____ Before this _____ day of _____ Year _____</p> <p>Printed Name(s) of Purchaser(s) _____ Notary Public</p> <p>Company Name (If Applicable) _____</p> <p>Address of Purchaser(s) _____</p> <p>USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION</p>
<p>LIENHOLDER</p>	<p>1st lien in favor of <u>PNC Equipment Finance, LLC</u></p> <p>whose address is <u>655 Business Center Drive, Horsham, PA 19044</u></p> <p>2nd lien in favor of _____</p> <p>whose address is _____</p>

DISTRIBUTION-DEALER ASSIGNMENT NUMBER 1	Each undersigned seller certifies to the best of his knowledge, information and belief under penalty of law that the vehicle is now and has not been registered in this or any state at the time of delivery and the vehicle is not subject to any security interests other than those disclosed herein and warrant title to the vehicle. FOR VALUE RECEIVED I TRANSFER THE VEHICLE DESCRIBED ON THE FACE OF THIS CERTIFICATE TO:	
	NAME OF PURCHASER(S) <u>Juan Carlos Villarreal Torres</u> ADDRESS <u>12190 El Greco Circle, El Paso, TX 79936</u> I certify to the best of my knowledge that the odometer reading is _____ No Tenths DEALER <u>Ervin Equipment Inc</u> <u>DLT1228</u> BY <u>Tammie Jansen, Agent</u> <small>NAME OF DEALERSHIP DEALER'S LICENSE NUMBER Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ Year _____</small> State of _____ Notary Public County of _____ USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION	
DISTRIBUTION-DEALER ASSIGNMENT NUMBER 2	NAME OF PURCHASER(S) _____ ADDRESS _____ I certify to the best of my knowledge that the odometer reading is _____ No Tenths DEALER _____ BY _____ <small>NAME OF DEALERSHIP DEALER'S LICENSE NUMBER Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ Year _____</small> State of _____ Notary Public County of _____ USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION	
	NAME OF PURCHASER(S) _____ ADDRESS _____ I certify to the best of my knowledge that the odometer reading is _____ No Tenths DEALER _____ BY _____ <small>NAME OF DEALERSHIP DEALER'S LICENSE NUMBER Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ Year _____</small> State of _____ Notary Public County of _____ USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION	
DISTRIBUTION-DEALER ASSIGNMENT NUMBER 3	NAME OF PURCHASER(S) _____ ADDRESS _____ I certify to the best of my knowledge that the odometer reading is _____ No Tenths DEALER _____ BY _____ <small>NAME OF DEALERSHIP DEALER'S LICENSE NUMBER Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ Year _____</small> State of _____ Notary Public County of _____ USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION	
	NAME OF PURCHASER(S) _____ ADDRESS _____ I certify to the best of my knowledge that the odometer reading is _____ No Tenths DEALER _____ BY _____ <small>NAME OF DEALERSHIP DEALER'S LICENSE NUMBER Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ Year _____</small> State of _____ Notary Public County of _____ USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION	
ODOMETER DISCLOSURE FOR RETAIL SALE	Federal Law requires you to state the odometer mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment. I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked. Odometer Reading _____ No Tenths <input type="checkbox"/> The mileage stated is in excess of its mechanical limits <input type="checkbox"/> The odometer reading is not the actual mileage. WARNING ODOMETER DISCREPANCY Signature(s) of Seller(s) _____ Date of Statement _____ Date of Sale _____ Printed Name(s) of Seller(s) _____ Dealer's No. _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ Year _____ Signature(s) of Purchaser(s) _____ Printed Name(s) of Purchaser(s) _____ Notary Public Company Name (if Applicable) _____ State of _____ Address of Purchaser(s) _____ County of _____ USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION	
	1st lien in favor of <u>PNC Equipment Finance, LLC</u> whose address is <u>655 Business Center Drive, Horsham, PA 19044</u> 2nd lien in favor of _____ whose address is _____	

DATE(MM/DD/YYYY)
11/06/17

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Great Lakes Insurance	
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

The ACORD name and logo are registered marks of ACORD

Upon sale of this vehicle, the purchaser must apply for a new title within 30 days unless the vehicle is purchased by a dealer. Until a new title is issued, the vehicle record will continue to reflect the owner's name listed on the current title. SEE BACK OF TAB FOR ADDITIONAL INFORMATION.



PNC EQUIPMENT FINANCE LLC
655 BUSINESS CENTER DR
HORSHAM, PA 19044-3409

000261




TEXAS CERTIFICATE OF TITLE			
TEXAS DEPARTMENT OF MOTOR VEHICLES			
VEHICLE IDENTIFICATION NUMBER 1DW1A5322JS777288		YEAR MODEL 2018	MAKE OF VEHICLE STOU
MODEL		MFG. CAPACITY IN TONS	WEIGHT
11900		116C927	
PREVIOUS OWNER ERVIN EQUIPMENT INC TOLEDO IL		ODOMETER READING	
OWNER JUAN CARLOS VILLAREAL TORRES 12190 EL GRECO CIRCLE EL PASO, TX 79936		REMARK(S)	
X _____ SIGNATURE OF OWNER OR AGENT MUST BE IN INK			
UNLESS OTHERWISE AUTHORIZED BY LAW, IT IS A VIOLATION OF STATE LAW TO SIGN THE NAME OF ANOTHER PERSON ON A CERTIFICATE OF TITLE OR OTHERWISE GIVE FALSE INFORMATION ON A CERTIFICATE OF TITLE.			
DATE OF LIEN 11/28/2017	1ST LIENHOLDER PNC EQUIPMENT FINANCE LLC 655 BUSINESS CENTER DRIVE HORSHAM, PA 19044		1ST LIEN RELEASED _____ DATE _____
DATE OF LIEN	2ND LIENHOLDER		BY _____ AUTHORIZED AGENT
			2ND LIEN RELEASED _____ DATE _____
DATE OF LIEN	3RD LIENHOLDER		BY _____ AUTHORIZED AGENT
			3RD LIEN RELEASED _____ DATE _____
IT IS HEREBY CERTIFIED THAT THE PERSON HEREIN NAMED IS THE OWNER OF THE VEHICLE DESCRIBED ABOVE WHICH IS SUBJECT TO THE ABOVE LIENS.			BY _____ AUTHORIZED AGENT
RIGHTS OF SURVIVORSHIP AGREEMENT WE, THE MARRIED PERSONS WHOSE SIGNATURES APPEAR HEREIN, HEREBY AGREE THAT THE OWNERSHIP OF THE VEHICLE DESCRIBED ON THIS CERTIFICATE OF TITLE SHALL FROM THIS DAY FORWARD BE HELD JOINTLY, AND IN THE EVENT OF DEATH OF ANY OF THE PERSONS NAMED IN THE AGREEMENT, THE OWNERSHIP OF THE VEHICLE SHALL VEST IN THE SURVIVOR(S).			SIGNATURE _____ DATE _____
			SIGNATURE _____ DATE _____
			SIGNATURE _____ DATE _____
FORM 30-C REV. 05/2010 DO NOT ACCEPT TITLE SHOWING ERASURE, ALTERATION, OR MUTILATION.			

WHEN VEHICLE IS SOLD, TITLE HOLDER MUST ASSIGN AND FURNISH THIS TITLE INDICATING A DATE OF SALE TO THE PURCHASER WHO MUST FILE APPLICATION WITH COUNTY TAX ASSESSOR-COLLECTOR WITHIN 30 DAYS TO AVOID PENALTY.					137448940	
ASSIGNMENT OF TITLE	FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.					
	The undersigned hereby certifies that the vehicle described in this title is free and clear of all liens, except as noted herein, and has been transferred to the following printed name and address:					
FIRST REASSIGNMENT DEALER ONLY	Name of Purchaser		Street	City	State	Zip
	I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:					
SECOND REASSIGNMENT DEALER ONLY	ODOMETER READING (No Tenths)		<input type="checkbox"/> 1. The mileage stated is in excess of its mechanical limits.			
			<input type="checkbox"/> 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY.			
THIRD REASSIGNMENT DEALER ONLY	Date of Sale		Dealer's Name			
			Dealer No.			
LIEN	Agent's Signature		Printed Name (same as signature)			
	I am aware of the above odometer certification made by the seller/agent.					
LIEN	Signature of Buyer/Agent		Printed Name (same as signature)			
LIENHOLDER TO BE RECORDED AND SHOWN ON NEW TITLE: 1ST LIEN IN FAVOR OF (NAME & ADDRESS)						



PNC EQUIPMENT FINANCE LLC
655 BUSINESS CENTER DR
HORSHAM, PA 19044-3409

DETACH HERE

<h1>TEXAS CERTIFICATE OF TITLE</h1>			
 TxDmv		TEXAS DEPARTMENT OF MOTOR VEHICLES	
VEHICLE IDENTIFICATION NUMBER 1DW1A5324JS777289		YEAR MODEL 2018	
MAKE OF VEHICLE STOU		BODY STYLE VN	
TITLE/DOCUMENT NUMBER 07130043073161508		DATE TITLE ISSUED 12/14/2017	
MODEL	MFG. CAPACITY IN TONS	WEIGHT	LICENSE NUMBER 12900 116C926
PREVIOUS OWNER ERVIN EQUIPMENT INC TOLEDO IL			ODOMETER READING
OWNER JUAN CARLOS VILLAREAL TORRES 12190 EL GRECO CIRCLE EL PASO, TX 79936			REMARK(S)
X _____ SIGNATURE OF OWNER OR AGENT MUST BE IN INK			
UNLESS OTHERWISE AUTHORIZED BY LAW, IT IS A VIOLATION OF STATE LAW TO SIGN THE NAME OF ANOTHER PERSON ON A CERTIFICATE OF TITLE OR OTHERWISE GIVE FALSE INFORMATION ON A CERTIFICATE OF TITLE.			
DATE OF LIEN 11/28/2017	1ST LIENHOLDER PNC EQUIPMENT FINANCE LLC 655 BUSINESS CENTER DRIVE HORSHAM, PA 19044		1ST LIEN RELEASED _____ DATE
DATE OF LIEN	2ND LIENHOLDER		BY _____ AUTHORIZED AGENT
DATE OF LIEN	3RD LIENHOLDER		2ND LIEN RELEASED _____ DATE
DATE OF LIEN	3RD LIEN RELEASED _____ DATE		BY _____ AUTHORIZED AGENT
IT IS HEREBY CERTIFIED THAT THE PERSON HEREIN NAMED IS THE OWNER OF THE VEHICLE DESCRIBED ABOVE WHICH IS SUBJECT TO THE ABOVE LIENS.			3RD LIEN RELEASED _____ DATE
RIGHTS OF SURVIVORSHIP AGREEMENT WE, THE MARRIED PERSONS WHOSE SIGNATURES APPEAR HEREIN, HEREBY AGREE THAT THE OWNERSHIP OF THE VEHICLE DESCRIBED ON THIS CERTIFICATE OF TITLE SHALL FROM THIS DAY FORWARD BE HELD JOINTLY, AND IN THE EVENT OF DEATH OF ANY OF THE PERSONS NAMED IN THE AGREEMENT, THE OWNERSHIP OF THE VEHICLE SHALL VEST IN THE SURVIVOR(S).			BY _____ AUTHORIZED AGENT
SIGNATURE _____			DATE _____
SIGNATURE _____			DATE _____
SIGNATURE _____			DATE _____

FORM 30-C REV. 05/2016

DO NOT ACCEPT TITLE SHOWING ERASURE, ALTERATION, OR MUTILATION.

0028-1LN v20160129

		Each undersigned seller certifies to the best of his knowledge, information and belief under penalty of law that the vehicle is now and has not been registered in this or any state at the time of delivery and the vehicle is not subject to any security interests other than those disclosed herein and warrant title to the vehicle. FOR VALUE RECEIVED I TRANSFER THE VEHICLE DESCRIBED ON THE FACE OF THIS CERTIFICATE TO:	
DISTRIBUTION-DEALER ASSIGNMENT NUMBER 1	NAME OF PURCHASER(S) <u>Juan Carlos Villarreal Torres</u> ADDRESS <u>12190 El Greco Circle, El Paso, TX 79936</u> I certify to the best of my knowledge that the odometer reading is _____ No Tenth(s) DEALER <u>Ervin Equipment Inc</u> DLT <u>1298</u> BY <u>Tammie Jansen, Agent</u> NAME OF DEALERSHIP DEALER'S LICENSE NUMBER Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ Year _____ State of _____ Notary Public County of _____ USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION		
DISTRIBUTION-DEALER ASSIGNMENT NUMBER 2	NAME OF PURCHASER(S) _____ ADDRESS _____ I certify to the best of my knowledge that the odometer reading is _____ No Tenth(s) DEALER _____ BY _____ NAME OF DEALERSHIP DEALER'S LICENSE NUMBER Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ Year _____ State of _____ Notary Public County of _____ USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION		
DISTRIBUTION-DEALER ASSIGNMENT NUMBER 3	NAME OF PURCHASER(S) _____ ADDRESS _____ I certify to the best of my knowledge that the odometer reading is _____ No Tenth(s) DEALER _____ BY _____ NAME OF DEALERSHIP DEALER'S LICENSE NUMBER Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ Year _____ State of _____ Notary Public County of _____ USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION		
DISTRIBUTION-DEALER ASSIGNMENT NUMBER 4	NAME OF PURCHASER(S) _____ ADDRESS _____ I certify to the best of my knowledge that the odometer reading is _____ No Tenth(s) DEALER _____ BY _____ NAME OF DEALERSHIP DEALER'S LICENSE NUMBER Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ Year _____ State of _____ Notary Public County of _____ USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION		
ODOMETER DISCLOSURE FOR RETAIL SALE	Federal Law requires you to state the odometer mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment. I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked. Odometer Reading _____ No Tenth(s) <input type="checkbox"/> The mileage stated is in excess of its mechanical limits <input type="checkbox"/> The odometer reading is not the actual mileage. WARNING ODOMETER DISCREPANCY Signature(s) of Seller(s) _____ Date of Statement _____ Date of Sale _____ Printed Name(s) of Seller(s) _____ Dealer's No. _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ Year _____ Signature(s) of Purchaser(s) _____ Notary Public Printed Name(s) of Purchaser(s) _____ Company Name (If Applicable) _____ State of _____ Address of Purchaser(s) _____ County of _____ USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION		
LIENHOLDER	1st lien in favor of <u>PNC Equipment Finance, LLC</u> whose address is <u>655 Business Center Drive, Horsham, PA 19044</u> 2nd lien in favor of _____ whose address is _____		

Enter inquiry, press GO for: REG/ Plate or VIN, DocTitle and Placard.

Expire Year: <input type="text"/> Plate Number: <input type="text"/>	GO	Information window 1/26/2022 11:31:40 AM PadStout 03 Vehicle inquiries 03 Reports returned in 00.92 seconds
<input type="radio"/> VIN Number <input type="checkbox"/> labels <input type="checkbox"/> verify vin	<input type="text"/>	
<input type="radio"/> DocTitle Number <input type="checkbox"/> memo <input type="checkbox"/> reg fee	C	

Regclass Codes | Opt-Out Table | Remarks Table

Dallas

▼ County Registration Fees

User ID: qgc0803. **Notice:** Personal information contained in motor vehicle records is restricted and cannot be re-disclosed. Fine up to \$100,000.

LIC 116C925 EXPIRES NOV/2022 TOKEN TRLR PLT \$ 60.75 EL PASO CNTY
 OLD 116C925 EXPIRES NOV/2021 EWT 11900 GWT 11900 REG CLASS 33
 TITLE 07130043073161104 ISSUED 12/14/2017 ODOMETER N/A REG DT 11/19/2021
 YR:2018 MAK:STOU MODL: BDY STYL:VN VEH CLS:S-TRLR SALE PRC: \$0.00
 VIN: 1DW1A5320JS777290 BODY VIN: COLOR: WHITE
 PREV OWN ERVIN EQUIPMENT INC, TOLEDO, IL
 OWNER JUAN CARLOS VILLAREAL TORRES,,
 12190 EL GRECO CIRCLE,, EL PASO, TX, 79936
 RNWL RCP ROSENDO PARRA,
 1360 MISSION RIDGE BLVD,, EL PASO, TX, 79928
 LIEN 11/28/2017, PNC QUIPMENT FINANCE LLC,,
 65 BUSINESS CENTER DR,, HORSHAM, PA, 19044
 PLATE AGE: 4 LAST ACTIVITY 12/04/2021 IRENEW OFC: 071
 REMARKS DATE OF ASSIGNMENT: 2017/11/28. E-REMINDER & PAPER RENEWAL NOTICE. PAPER TITLE.

Today's New Registration Fees for Dallas County.

Uncheck **Rg Fee** on top panel to Hide.

Title: 33.00 +Lcl: 11.50 +Reg: 110.00 +Dps/P&H: 4.75 +eTg: 5.00 = **164.25** fee before Inspection

Used Vehicle registration requires proof of passing a Safety inspection in last 180 days.

OWNER

[Print Label](#)

JUAN CARLOS VILLAREAL TORRES
12190 EL GRECO CIRCLE
EL PASO, TX 79936

RNWL RCP

[Print Label](#)

ROSENDO PARRA
1360 MISSION RIDGE BLVD
EL PASO, TX 79928

LIEN 11/28/2017

[Print Label](#)

PNC EQUIPMENT FINANCE LLC
65 BUSINESS CENTER DR
HORSHAM, PA 19044

LIC 116C926 EXPIRES NOV/2022 TOKEN TRLR PLT \$ 60.75 EL PASO CNTY
 OLD 116C926 EXPIRES NOV/2021 EWT 12900 GWT 12900 REG CLASS 33
 TITLE 07130043073161508 ISSUED 12/14/2017 ODOMETER N/A REG DT 11/19/2021
 YR:2018 MAK:STOU MODL: BDY STYL:VN VEH CLS:S-TRLR SALE PRC: \$0.00
 VIN: 1DW1A5324JS777289 BODY VIN: COLOR: WHITE
 PREV OWN ERVIN EQUIPMENT INC,TOLEDO,IL
 OWNER JUAN CARLOS VILLAREAL TORRES,,
 12190 EL GRECO CIRCLE,,EL PASO,TX,79936
 RNWL RCP ROSENDO PARRA,
 1360 MISSION RIDGE BLVD,,EL PASO,TX,79928
 LIEN 11/28/2017,PNC EQUIPMENT FINANCE LLC,,
 655 BUSINESS CENTER DRIVE,,HORSHAM,PA,19044
 PLATE AGE: 4 LAST ACTIVITY 12/04/2021 IRENEW OFC: 071
 REMARKS DATE OF ASSIGNMENT:2017/11/28.E-REMINDER & PAPER RENEWAL NOTICE.PAPER TITLE.

Today's New Registration Fees for [Dallas](#) County.

Uncheck **Rq Fee** on top panel to Hide.

Title: 33.00 +Lcl: 11.50 +Reg: 110.00 +Dps/P&H: 4.75 +eTq: 5.00 = **164.25** fee before Inspection

Used Vehicle registration requires proof of passing a Safety inspection in last 180 days.

[Print Label](#)

ROSENDO PARRA
1360 MISSION RIDGE BLVD
EL PASO, TX 79928

PNC EQUIPMENT FINANCE LLC
655 BUSINESS CENTER DRIVE
HORSHAM, PA 19044

LIC 116C927 EXPIRES NOV/2022 TOKEN TRLR PLT \$ 60.75 EL PASO CNTY
 OLD 116C927 EXPIRES NOV/2021 EWT 11900 GWT 11900 REG CLASS 33
 TITLE 07130043073161927 ISSUED 12/14/2017 ODOMETER N/A REG DT 11/03/2021
 YR:2018 MAK:STOU MODL: BDY STYL:VN VEH CLS:S-TRLR SALE PRC: \$0.00
 VIN: 1DW1A5322JS777288 BODY VIN: COLOR: WHITE
 PREV OWN ERVIN EQUIPMENT INC,TOLEDO,IL
 OWNER JUAN CARLOS VILLAREAL TORRES,,
 12190 EL GRECO CIRCLE,,EL PASO,TX,79936
 RNWL RCP JUAN VILLARREAL,
 3656 TIERRA INCA DR,,EL PASO,TX,79938
 LIEN 11/28/2017,PNC EQUIPMENT FINANCE LLC,,
 655 BUSINESS CENTER DRIVE,,HORSHAM,PA,19044
 PLATE AGE: 4 LAST ACTIVITY 12/04/2021 IRENEW OFC: 071
 REMARKS DATE OF ASSIGNMENT:2017/11/28.E-REMINDER & PAPER RENEWAL NOTICE.PAPER
 R TITLE.

Today's New Registration Fees for [Dallas](#) County. Uncheck [Rg Fee](#) on top panel to Hide.

Title: 33.00 +Lcl: 11.50 +Reg: 110.00 +Dps/P&H: 4.75 +eTg: 5.00 = **164.25** fee before Inspection

Used Vehicle registration requires proof of passing a Safety inspection in last 180 days.

[Print Label](#)

JUAN VILLARREAL
3656 TIERRA INCA DR
EL PASO, TX 79938

PNC EQUIPMENT FINANCE LLC
655 BUSINESS CENTER DRIVE
HORSHAM, PA 19044